



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 29, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 September 29, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
LANCASTER FALL PAVEMENT MAINTENANCE PROGRAM
CITY OF LANCASTER-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITIES OF DEL SUR AND ROOSEVELT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve a cooperative agreement between the City of Lancaster and the County to provide financing and delegation of responsibilities for chip sealing the deteriorated roadway pavement on various streets in the City and unincorporated County communities of Del Sur and Roosevelt.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the cooperative agreement with the City of Lancaster to provide financing and delegation of responsibilities for chip sealing the deteriorated roadway pavement on various streets in the City and unincorporated County communities of Del Sur and Roosevelt. The total project cost is estimated to be \$753,000 with the County's share estimated to be \$267,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated total contribution equal to \$26,700 for any costs of unforeseen items that may occur, thereby increasing the maximum County contribution from \$267,000 to \$293,700.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve and enter into the enclosed cooperative agreement between the County and the City of Lancaster to provide financing and delegation of responsibilities for chip sealing the deteriorated roadway pavement on various streets in the City and unincorporated County communities of Del Sur and Roosevelt. The City and County will fund their jurisdictional share of work based on the portion of work within each jurisdiction.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the various streets, residents of the City and unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$753,000.

A portion of this project is within the unincorporated County. The City-County cooperative agreement provides for the City to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project costs estimated to be \$486,000 and \$267,000, respectively.

The County's share of the project cost is included in the Fifth Supervisorial District's Road Construction Program in the Road Fund Fiscal Year 2015-16 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved as to form by County Counsel and has been executed by the City.

The City proposes to administer a City-County cooperative project to improve various streets in the City, including streets that are jurisdictionally shared between the City and the County. The project is being constructed as part of the City's Fall Pavement Maintenance Program.

The cooperative agreement provides for the City to prepare the preliminary plans and administer construction of the project cost. The total project cost is estimated to be \$753,000 with the City's share estimated to be \$486,000 and the County's share estimated to be \$267,000. The County's share cannot be increased without the County's prior written approval. As part of this approval, the Department of Public Works is seeking authorization to establish a 10 percent contingency of \$26,700 for unforeseen items that may occur. The County's actual payment will be based upon a final accounting after completion of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x) Subsections 1 and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for sealing and maintenance of roadway pavement. The City is the lead agency for the project and a Notice of Exemption was prepared by the City and filed with the Registrar-Recorder/County Clerk on March 17, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of the roadway pavement on the various streets is needed to enhance the quality of life for residents who travel on these streets.

CONCLUSION

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to apply a chip seal on the deteriorated roadway pavement on various streets as shown on Exhibit 1 (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT, which is to be constructed as part of CITY'S Fall Pavement Maintenance Program, includes work on various CITY streets; and

WHEREAS, portions of PROJECT are within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, construction administration and construction of PROJECT; and

WHEREAS, CITY AND COUNTY are both willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Seven Hundred Fifty-Three Thousand and 00/100 Dollars (\$753,000.00), with CITY'S share estimated to be Four Hundred Eighty-Six Thousand and 00/100 Dollars (\$486,000.00) and COUNTY'S share estimated to be Two Hundred Sixty-Seven Thousand and 00/100 Dollars (\$267,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. COST OF PROJECT as referred to in this AGREEMENT shall consist of the costs of preliminary engineering; construction and required materials;

detour; final signing and striping; construction inspection and engineering; construction survey; utility relocation; construction administration; and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- c. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to construction of PROJECT and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, construct and administer construction of PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) a., below.
- c. To obtain COUNTY'S approval of plans, specifications, and cost estimates, and to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way.
- d. To perform or cause to be performed all work necessary to complete PROJECT.
- e. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the CITY'S General Liability and automobile insurance policies.

- f. To furnish COUNTY, within one hundred eighty (180) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities. It is understood that the COUNTY'S total contribution to the COST OF PROJECT is limited to a maximum amount of Two Hundred Sixty-Seven Thousand and 00/100 Dollars (\$267,000.00) without COUNTY'S prior written approval.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To review and approve the plans, specifications, and cost estimates including construction cost estimates prepared by CITY for PROJECT, prior to construction of PROJECT.
- b. Subject to the limitation stated in paragraph (2) f., above, to finance COUNTY'S jurisdictional share of COST OF PROJECT, the amounts of which are to be determined by a final accounting pursuant to paragraph (4) a., below.
- c. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S jurisdictional share of COST OF PROJECT, the total amount of which is currently estimated to be Two Hundred Sixty-Seven Thousand and 00/100 Dollars (\$267,000.00). Said demand will consist of a billing invoice prepared by CITY.
- d. To review construction cost estimates for PROJECT and provide written approval or other response within ten (10) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said ten (10) calendar days, CITY may proceed with PROJECT.
- e. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the administration of PROJECT and in all things necessary and proper to complete PROJECT.

- f. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct those facilities that are to be maintained by COUNTY.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- h. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate the said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all such work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY, subject to the limitations in paragraph (2) f., above. Such costs constitute COST OF PROJECT within COUNTY'S JURISDICTION. The cost of all such work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF PROJECT within CITY'S JURISDICTION.
- b. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within thirty (30) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of CITY'S written justification. COUNTY'S payment of undisputed charges and/or previously disputed charges is subject to the limitations stated in paragraph (2) f., above.
- c. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to

inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final and CITY inspector shall be responsible for proper inspection of PROJECT as needed.

- d. Neither this AGREEMENT nor any provision hereof may be materially changed, modified, amended, or waived except by written agreement duly authorized and executed by CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their designees.
- e. Any notice, request, demand, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, request, demand, consent, approval or other communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) business days from the time of mailing if mailed as provided in this paragraph.

CITY: Mr. Carlyle Workman
Acting Director of Public Works
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of

[illegible]

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on August 24, 2015, and by the COUNTY OF LOS ANGELES on September 29, 2015.



ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By Carla Little
Deputy

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By Carla Little
Deputy

MARY WICKHAM
Interim County Counsel

By Rosinda Cy
Deputy

CITY OF LANCASTER

CSW

By [Signature]
Mayor

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

SEP 29 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

ATTEST:

By Bruce Clout
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

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EXHIBIT 1

City of Lancaster Fall Pavement Maintenance Program Joint County Project

										Estimated		LA County	
Street	From	To	Jurisdiction	SF	LM	Prep	Treatment	Application	Cost	Duration	Schedule	Share	
50th Street East	Lancaster Boulevard	Avenue J	Joint County	79,500	1.25	None	Single Chip	Distributor	\$ 19,537.22	5 days	8/31/2015	\$ 9,768.61	
	Avenue K-4	Avenue L	Joint County	95,400	1.51	None	Single Chip	Distributor	\$ 23,410.09		9/4/2015	\$ 11,705.04	
Avenue K	40th Street East	50th Street East	City	126,000	1.99	None	Double Chip	Distibutor	\$ 49,288.37	11 days	9/8/2015		
	65th Street East	67th Street East	Joint County	32,304	0.51	Micro mill	Double Chip	Scrub	\$ 13,638.97		thru	\$ 6,819.49	
	67th Street East	72nd Street East	City	63,360	1.00	Micro mill	Double Chip	Scrub	\$ 27,156.03		9/22/2015		
	72nd Street East	75th Street East	Joint County	32,880	0.52	Micro mill	Double Chip	Scrub	\$ 13,882.17		\$ 6,941.08		
	75th Street East	77th Street East	LA Co.	32,280	0.51	Micro mill	Double Chip	Scrub	\$ 13,632.76		\$ 13,632.76		
	77th Street East	90th Street East	City	158,400	2.50	Micro mill	Double Chip	Scrub	\$ 67,918.89				
	90th Street East	100th Street East	Joint County	126,720	2.00	Micro mill	Double Chip	Scrub	\$ 53,530.88		\$ 26,765.44		
	100th Street East	102nd Street East	City	31,680	0.50	Micro mill	Double Chip	Scrub	\$ 13,578.02				
	102nd Street East	108th Street East	Joint County	76,032	1.20	Micro mill	Double Chip	Scrub	\$ 32,101.60		\$ 16,050.80		
Avenue J	50th Street East	54th Street East	Joint County	50,688	0.80	Select Micro mill	Single Chip	Distibutor	\$ 14,387.08	7 days	9/28/2015	\$ 7,193.54	
	54th Street East	55th Street East	City	12,672	0.20	Select Micro mill	Single Chip	Distibutor	\$ 3,670.57		thru		
	55th Street East	62nd Street East	Joint County	96,456	1.52	Select Micro mill	Single Chip	Distibutor	\$ 27,322.85		10/6/2015	\$ 13,661.43	
	62nd Street East	63rd Street East	LA Co.	12,168	0.19	Select Micro mill	Single Chip	Distibutor	\$ 3,524.58		\$ 3,524.58		
	63rd Street East	80th Street East	Joint County	216,000	3.41	Select Micro mill	Single Chip	Distibutor	\$ 61,185.79		\$ 30,592.89		
	80th Street East	82nd Street East	LA Co.	7,752	0.12	Select Micro mill	Single Chip	Distibutor	\$ 2,245.44		\$ 2,245.44		
	82nd Street East	85th Street East	Joint County	55,608	0.88	Select Micro mill	Single Chip	Distibutor	\$ 15,751.94		\$ 7,875.97		
Division Street	Avenue H	Avenue G	Joint County	126,720	2.00	None	Double Chip	Distibutor	\$ 48,817.31	2 days	10/26-27/2015	\$ 24,408.65	
Avenue G	20th Street West	Division Street	Joint County	256,800	4.05	None	Single Chip	Distibutor	\$ 63,096.24	4 days	11/2-5/2015	\$ 31,548.12	
Avenue K	110th Street West	107th Street West	Joint County	31,680	0.50	None	Single Chip	Distibutor	\$ 7,802.73	5 days	11/9-13/2015	\$ 3,901.36	
	107th Street West	90th Street West	City	221,760	3.50	None	Single Chip	Distibutor	\$ 30,345.39				
	90th Street West	85th Street West	Joint County	63,360	1.00	None	Single Chip	Distibutor	\$ 15,547.83		\$ 7,773.92		
40th Street East	Avenue H	Lancaster Boulevard	Joint County	190,080	3.00	None	Single Chip	Distibutor	\$ 46,701.11	8 days	11/16-25/2015	\$ 23,350.56	
	Avenue J	Avenue K	City	155,760	2.46	None	Single Chip	Distibutor	\$ 39,275.00				
	Avenue K-8	Avenue L	Joint County	63,360	1.00	crack seal centerline, micro mill	Double Chip	Scrub	\$ 25,177.80		\$ 12,588.90		
											Milling Mobilization	\$ 825.00	

Fall Program

City	769,632	12.15
Joint County	1,593,588	25.15
LA Co	52,200	0.82

5/16" 3770.28 tons
3/8" 1357.59 tons

Sub Total \$ 261,173.58
Freight Cost \$ 5,761.70
Total \$ 266,935.28

Use \$ 267,000.00